generally accepted as the true doctrine in exempting a charity from liability for injuries to a "beneficiary". *Parks* v. *Northwestern University,* 218 Ill. 381, 121 Ill. App. 512, 4 Ann. Cas. 103 and note (1905); *Scholendorff* v. *Society of N. Y. Hospital,* 211 N. Y. 125, 105 N. E. 92, 52 L. R. A. (N. S.) 505 (1914). For a *contra* discussion see, 1 VA. LAW REV. 636 (beneficiaries). 3 VA. LAW REV. 75, 8 VA. LAW REV. 72 (pay patients in a charitable hospital).

All funds donated to the charity are held in trust for the particular charitable purpose and these funds can neither be diverted, wasted nor squandered by the trustees, state or any other person, but must be applied only to the particular purpose of the charity for the public's interest. To allow an employee to recover for injuries would be a diversion of the trust fund and contrary to the purpose contemplated by the creator of the charity, and many such diversions would finally destroy the institution and cast a burden upon the state to care for the poor and needy.

CONTRACTS—SILENCE AS ACCEPTANCE OF OFFER.—The plaintiff permitted the defendant to store hay in his barn, but there was no contract between the parties as to compensation for the storage, or as to the terms of the storage. The plaintiff notified the defendant in writing that if the hay was not removed before a certain date that a certain charge per day would be made thereafter for the storage. The defendant made no reply to the notice, neither did he remove the hay by the specified time. The plaintiff brought an action in assumpsit to recover the amount of storage at the price contained in the notice which accrued from the time specified until the removal of the hay. *Held,* no recovery. *Bowley* v. *Fuller* (Me.), 115 Atl. 466 (1921).

This decision was based upon the fact that silence alone does not constitute acceptance of an offer. This view is supported by the weight of authority. *Equipment Company* v. *Coal Company,* 158 Ky. 247, 164 S. W. 794 (1914); *Prescott* v. *Jones,* 69 N. H. 305, 41 Atl. 352 (1898); *Royal Insurance Co.* v. *Beatty,* 119 Pa. St. 6, 12 Atl. 607, 4 Am. St. Rep. 622 (1888).

Where an offeree did not accept either by parol or in writing but accepted the benefits of the offer, it was held that his silence and acceptance of the benefits constituted acceptance of the offer. *Manufacturers' etc., Bureau* v. *Hosiery Co.,* 152 Wis. 73, 138 N. W. 624, 42 L. R. A. (N. S.) 847, Ann. Cas. 1914C, 449 (1912).

Where the defendant sent a contract to the plaintiff to sign and accept, but instead of accepting it in its original form, the plaintiff altered, signed and returned the contract to the defendant, who remained silent and neither affirmed nor rejected the altered contract, but permitted the plaintiff to perform his part of the agreement the court decided that the defendant accepted the contract as amended. *Robertson* v. *Tapley,* 48 Mo. App. 239 (1892).

A somewhat similar case in which the holding is contra to that of the present case is that of *O'Neal* v. *Knippa* (Tex.), 19 S. W. 1020 (1892). In this case the defendant had some cattle pasturing upon the plaintiff's premises. The plaintiff told the defendant that he desired the use of the premises but that he could continue to keep the cattle upon the premises by paying a certain amount per month. The defendant neither accepted nor rejected the offer but replied, "That is too much", and noth-

ing more was said upon the subject by the parties. The court held that such silence and permitting the cattle to remain upon the premises constituted an acceptance of the plaintiff's terms. The facts and circumstances in this case seem to practically coincide with those in the instant case except that here the defendant by his reply indicated that he did not propose to be held accountable for the specified sum.

CONSTITUTIONAL LAW—FOREIGN CORPORATIONS—STATE STATUTE FORFEITING LICENSE OF FOREIGN CORPORATION ON REMOVING CASE TO OR INSTITUTING CASE IN FEDERAL COURTS UNCONSTITUTIONAL.—A statute of Arkansas provided that, if a foreign corporation licensed to do business in that State should remove a suit to a federal court without the consent of the other party or institute a suit against a citizen in a federal court, the Secretary of State should forthwith revoke such license. The appellee, a corporation of Missouri, instituted an original suit in a federal court in Arkansas and removed a suit to the same court. It then brought a suit against the Secretary of State to enjoin him from revoking its license to transact business in that State. The question arose whether the statute was violative of the Constitution of the United States, as tending to curtail free exercise of the right to resort to the federal courts. *Held*, statute unconstitutional. *Terral* v. *Burke Const. Co.*, 42 Sup. Ct. 188 (1922).

In the opinion by Chief Jusice Taft, the Supreme Court specifically overruled *Doyle* v. *Continental Ins. Co.*, 94 U. S. 535 (1876) and *Security Mutal Life Ins. Co.* v. *Prewitt*, 202 U. S. 246, 6 Ann. Cas. 317 (1906).

It has been long settled that a foreign corporation is not a citizen within the meaning of the privileges and immunities clause of the federal constitution. *Paul* v. *Virginia*, 8 Wall. (U. S.) 168 (1868); *Ducat* v. *Chicago*, 10 Wall. (U. S.) 410 (1870). Hence, a corporation created under the laws of one State can transact business in another State only with the consent, express or implied, of the latter. *Lafayette Ins. Co.* v. *French*, 18 How. (U. S.) 404 (1855); *Hooper* v. *California*, 155 U. S. 648 (1895). This consent may be granted upon such terms and conditions as the licensing State may deem expedient, provided these restrictions do not conflict with the Federal Constitution. *Interstate Amusement Co.* v. *Albert*, 239 U. S. 560 (1916); *Phoenix Ins. Co.* v. *McMaster*, 237 U. S. 63 (1915). See Corporations 14a C. J. § 3948, and cases there collected. Also, a State may revoke the license of a foreign corporation, whether for good cause or for no cause, if, in so doing, it does not violate the United States Constitution. *National Council U. A. M.* v. *State Council*, 203 U. S. 151 (1906); *Hammond Packing Co.* v. *Arkansas*, 212 U. S. 322, 343 (1909).

The judicial power of the United States created by Art. III of the Constitution cannot be destroyed, abridged, limited or interfered with, either directly or indirectly, by the several States. *Hess* v. *Reynolds*, 113 U. S. 73, 77 (1885); *Traction Co.* v. *Mining Co.*, 196 U. S. 239, 253 (1905). Therefore, an agreement made by a foreign corporation, as a prerequisite for doing business in a State, that it will not remove suits to the federal courts is void. *Insurance Co.* v. *Morse*, 20 Wall. 445 (1874); *Cable* v. *U. S. Life Ins. Co.*, 191 U. S. 288 (1903). Also, where the license to a foreign corporation was granted upon condition that it stipulate to be subject to the provisions of the act under which it was licensed and one provision